

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

11-17-1998

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

11-9-98



100879181

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☒ Corrective Document  
Reel #  0964 Frame #  0392

## Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger  Effective Date  
Month Day Year
- ☐ Change of Name
- ☒ Other  See attachment

## Conveying Party

☐ Mark if additional names of conveying parties attachedName  Congoleum CorporationExecution Date  
Month Day Year

3-11-93

Formerly 

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization  Delaware

## Receiving Party

☐ Mark if additional names of receiving parties attachedName  CIT Group/Business Credit, Inc., The, as AgentDBA/AKA/TA Composed of Address (line 1)  1211 Avenue of the AmericasAddress (line 2) Address (line 3)  New York New York 10036

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization  New York

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1816 FRAME: 0925

**Attachment to Recordation Form Cover Sheet****Conveyance Type**

☒ **Other:** To correct incorrect registration number on attachment to Recordation Form Cover Sheet for Security Agreement recorded at Reel 0964, Frame 0392. Attachment to Recordation Form Cover Sheet contained an error in property number 230,456; property number should have read: 250,456. This corrected Recordation Form Cover Sheet is being re-recorded to correct error on stated reel and frame.

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Expires 08/30/99  
OMB 0891-0027

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U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

212-336-2000

Name

Adrienne R. Moss

Address (line 1)

Patterson, Belknap, Webb & Tyler LLP

Address (line 2)

1133 Avenue of the Americas

Address (line 3)

New York, New York 10036

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

20

**Trademark Application Number(s) or Registration Number(s)**

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1739578

1760013

**Number of Properties**

Enter the total number of properties involved.

#

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

16-0633

Authorization to charge additional fees:

Yes

☒

No

☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Adrienne R. Moss

Name of Person Signing

Signature

11-5-98

Date Signed

TRADEMARK ASSIGNMENT

and

SECURITY AGREEMENT

THIS TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT made as of March 11, 1993, by and between Congoleum Corporation, a Delaware corporation, having a place of business at 861 Sloan Avenue, Trenton, New Jersey 08619 (hereinafter referred to as the "Corporation") and The CIT Group/Business Credit, Inc., a New York corporation, having offices located at 1211 Avenue of the Americas, New York, New York 10036 (hereinafter referred to as "CITBC as Agent" or the "Agent"), as Agent for The Bank of New York Commercial Corporation, with offices at 530 Fifth Avenue, New York, New York 10036; The CIT Group/Business Credit, Inc., with offices at 1211 Avenue of the Americas, New York, New York 10036; Chemical Bank, with offices at 270 Park Avenue, New York, New York 10017; and The Chase Manhattan Bank, N.A., with offices at 1 Chase Manhattan Plaza, New York, New York 10081 (collectively, the "Lenders").

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W I T N E S S E T H:

WHEREAS, the Corporation owes certain obligations to the Lenders pursuant to the Financing Agreement, dated April 19, 1991 and amended as of the date hereof, and pursuant to certain Promissory Notes executed in conjunction therewith (the Financing Agreement and the Promissory Notes are referred to collectively herein as the "Financing Agreement"). All capitalized terms used

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herein, but not defined herein; shall have the meaning set forth in the Financing Agreement;

WHEREAS, the Corporation is the owner of trademarks more fully described in the Schedule annexed hereto and hereby made a part hereof (the "Trademarks") and all signs and symbols associated therewith together with the goodwill of the Corporation's business symbolized and associated with the Trademarks (herein collectively the "Collateral");

WHEREAS, CITBC as Agent has and will from time to time make loans, advances and other extensions of credit to the Corporation pursuant to the Financing Agreement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation hereby agrees as follows:

1. Subject to paragraph 2 hereinbelow, the Corporation hereby pledges, mortgages, grants a security interest in and sells, assigns and transfers to the Agent on behalf of the Lenders all of its right, title and interest in and to the Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the payments and performances when due of all now and existing and hereafter arising indebtedness, liabilities and obligations of the Corporation to the Agent and the Lenders (the "Obligations").

2. Subject to the present security interest created hereby in favor of CITBC as Agent, it is the intention of the parties that the Corporation continue to have the beneficial use

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of the Collateral, including without limitation the above-described trademarks and the goodwill of the business therewith and to control the nature and quality of the goods manufactured and sold under said trademarks. Upon the payment and performance in full of all of the Obligations, as herein set forth, the security interest of the Lenders and CITBC as Agent in said trademarks and the other Collateral shall be released and thereafter the Lenders and CITBC as Agent shall no longer have any interest therein.

3. The Corporation will pay all filing fees with respect to the perfection of the security interest created hereby which CITBC as Agent may deem necessary or advisable in order to perfect and to continue perfected in its security interest in the Collateral.

4. The Corporation represents and warrants: that the Corporation lawfully possesses and owns the Collateral and that, except for the security interest in favor of CITBC as Agent and Permitted Encumbrances (as defined in the Financing Agreement), the Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Corporation has not made or given any prior assignments, transfers or security interests in the Collateral; that the Corporation will not sell, transfer or assign the Collateral or any of the proceeds thereof; that the Collateral is and will continue to be, in all respects, in full force and effect; and that there are, except as disclosed pursuant to the Financing Agreement, no known infringements of the Collateral.

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5. If an Event of Default occurs under the Financing Agreement which is not waived or cured to the Required Lenders' satisfaction, then the Corporation shall be in default hereunder and the Obligations shall, at the option of CITBC as Agent, become immediately due and payable. Upon the occurrence of any such default hereunder, CITBC as Agent shall have all the rights and remedies of a secured party under the New York Uniform Commercial Code and any other applicable state or federal laws. The Agent will give the Corporation reasonable notice of the time and place of any public sale of the Collateral or the time after which any private sale of the Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Corporation shown herein at least five (5) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CITBC as Agent, upon the occurrence of an Event of Default under the Financing Agreement which is not waived or cured to the Required Lenders' satisfaction by the Corporation or material breach of the terms hereof, CITBC as Agent shall thereupon have the immediate right to transfer to itself or to the Lenders, or to sell, assign and transfer to any other person:

A. All right, title and interest in and to the Collateral, including without limitation the Trademarks;

B. The goodwill of the Corporation's business symbolized and associated with the Trademarks;

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C. Ownership of the Corporation's entire inventory of labels and decals not then affixed to its products and ownership of the right to operate and control the business under the Trademarks.

A formal irrevocable power of attorney is being executed and delivered by the Corporation to CITBC as Agent to enable such rights to be carried out. The Corporation agrees that, in the event CITBC as Agent exercises said power of attorney in accordance with its terms, after written notification of such exercise from the Agent to the Corporation, the Corporation shall:

Never thereafter, without the written authorization of the owner or owners of the Trademarks, use any of the Trademarks or any mark closely similar thereto on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

6. The proceeds of any sale, transfer or disposition of the Collateral by the Agent shall be applied first to all costs, (including, but not limited to, reasonable attorneys' fees and expenses and court costs) incurred by the Agent in connection with such sale; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations to the Lenders in such order as the Agent may elect; and the balance, if any, shall be paid to the Corporation. The Corporation shall remain liable for any deficiency.

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7. The Corporation agrees to execute and deliver to CITBC as Agent any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Trademark Assignment and Security Agreement, without any charge or expense to the Agent.

8. The Corporation will defend at its own cost and expense any action, claim or proceeding affecting the Collateral or the interest of CITBC as Agent therein. The Corporation agrees to reimburse CITBC as Agent for all costs and expenses incurred by CITBC as Agent in defending any such action, claim or proceeding.

9. This Trademark Assignment and Security Agreement shall be in addition to all other present and future instruments, documents and agreements between the Corporation and CITBC as Agent for the Lenders; it shall not be deemed to affect, modify or limit any of the same or any rights of the Agent or the Lenders thereunder, and all of the Agent's and Lenders' rights and remedies, hereunder, thereunder, at law or in equity are cumulative. It is further understood and agreed that in the event of a default hereunder, the Agent shall have no obligation to marshal any assets presently or hereafter pledged to CITBC as Agent by the Corporation, whether under this Trademark Assignment and Security Agreement or otherwise.

10. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

TRADEMARK

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11. The Corporation agrees that the validity, interpretation and enforcement of this Trademark Assignment and Security Agreement and all rights hereunder shall be governed by the laws of the State of New York. This Trademark Assignment and Security Agreement along with the Financing Agreement constitutes the entire agreement of the Corporation, Agent and the Lenders with respect to the subject matter hereof, can only be changed or modified in writing and shall bind and benefit the Corporation, Lenders and Agent and their respective successors and assigns. The Corporation, Agent and the Lenders each hereby expressly waive any right of trial by jury on any claim, demand, action or cause of action arising hereunder or under the Financing Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first set forth above.

CONGOLEUM CORPORATION

By: H.M. [Signature]

Title: VP FINANCIAL

Accepted at New York, New York

THE CIT GROUP/BUSINESS CREDIT, INC.  
AS AGENT FOR THE LENDERS

By: [Signature]

Title: VP [Signature]

TRADEMARK

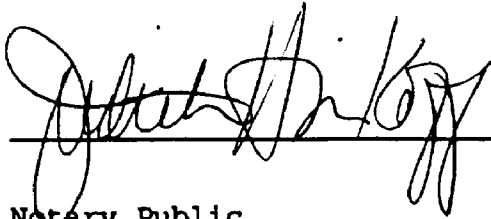
REEL 0964 FRAME 01

STATE OF NEW YORK )

COUNTY OF NEW YORK ) SS

On March 11, 1993 before me, the undersigned, a notary public in and for said State, personally appeared Howard N. Feist known to me to be the VP-Finance of Congoleum Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

JUDITH H. MINKOFF  
Notary Public, State of New York  
No. 03-4601109  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires May 31, 1994

TRADEMARK

REEL 0964 FRAME 02

**SCHEDULE TO ASSIGNMENT AND SECURITY AGREEMENT**

**between**

**CONGOLEUM CORPORATION**

**and**

**THE CIT GROUP/BUSINESS CREDIT, INC.  
AS AGENT**

**U.S.  
TRADEMARKS**

**See Schedule Attached Hereto**

TRADEMARK

REEL 0964 FRAME 03

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SCHEDULE A

AMERICAN BILTRITE INC.  
TRADEMARKS - AMTICO FLOORING DIVISION

<u>COUNTRY</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Appln. No.</u>
U.S.A.	AMTICO	1,038,538	
U.S.A.	AMTICO & DESIGN	803,389	
U.S.A.	AMTICO & DESIGN	825,632	
U.S.A.	AMTICO CARE-FREE	677,956	
U.S.A.	AMTICO DESIGNER SHOWCASE	1,503,933	
U.S.A.	AMTICO PROMENADE & DESIGN	754,501	
U.S.A.	AMTICON		74/230,456
U.S.A.	CHEVRON DESIGN	1,034,271	
U.S.A.	CLASSIC TOUCH	1,478,834	
U.S.A.	DECATHLON	1,365,708	
U.S.A.	DURAGUARD	1,621,357	
U.S.A.	DURASTEP	1,311,108	
U.S.A.	DURATONE		74/133,809
U.S.A.	DURAVINYL	800,619	
U.S.A.	EVOLUTION		74/220,994
U.S.A.	EXCLAMATION	1,712,737	
U.S.A.	FORTRESS	1,497,852	
U.S.A.	FORTUNA	896,788	
U.S.A.	FORUM	1,497,846	
U.S.A.	KILN ROYAL	1,468,443	
U.S.A.	LUXURY VINYL TILE	1,518,970	
U.S.A.	MAJESTIC	1,347,882	

TRADEMARK

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AMERICAN BILTRITE INC.  
TRADEMARKS - AMTICO FLOORING DIVISION  
PAGE 2

<u>COUNTRY</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Appl. No.</u>
U.S.A.	METROPOLITAN	1,496,870	
U.S.A.	MICRO-GROUND	1,621,358	
U.S.A.	NIEU AMSTERDAM	896,789	
U.S.A.	PLATINUM COLLECTION		102,176
U.S.A.	PROMENADE	754,501	
U.S.A.	SUNBEAM	2,346,184	
U.S.A.	SUNBRIGHT	1,078,483	
U.S.A.	TUFFITE	966,588	
U.S.A.	ZIP-STIK	892,355	
BRAZIL	AMTICO		1232/063912
CHILE	AMTICO		366,083

REEL 0964 FRAME 05  
TRADEMARK

**SCHEDULE A**

**AMERICAN BILTRITE INC.  
TRADEMARKS - AMTICO FLOORING DIVISION**

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Appln. No.</u>
U.S.A	AMTICO	1,038,538	
U.S.A.	AMTICO & DESIGN	803,389	
U.S.A.	AMTICO & DESIGN	825,632	
U.S.A.	AMTICO CARE-FREE	677,956	
U.S.A.	AMTICO DESIGNER SHOWCASE	1,503,933	
U.S.A.	AMTICO PROMENADE & DESIGN	754,501	
U.S.A.	AMTICON		74/230,456
U.S.A.	CHEVRON DESIGN	1,036,271	
U.S.A.	CLASSIC TOUCH	1,478,834	
U.S.A.	DECATHLON	1,365,708	
U.S.A.	DURAGUARD	1,621,357	
U.S.A.	DURASTEPI	1,311,108	
U.S.A.	DURATONE		74/133,809
U.S.A.	DURAVINYLI	800,619	
U.S.A.	EVOLUTION		74/220,994
U.S.A.	EXCLAMATION	1,712,737	
U.S.A.	FORTRESS	1,497,852	
U.S.A.	FORTUNA	896,788	
U.S.A.	FORUM	1,497,846	
U.S.A.	KILN ROYAL	1,468,443	
U.S.A.	LUXURY VINYL TILE	1,518,970	
U.S.A.	MAJESTIC	1,347,882	

TRADEMARK

REEL 964 FRAME 09

<u>COUNTRY</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Appl. No.</u>
U.S.A.	METROPOLITAN	1,496,870	
U.S.A.	MICRO-GROUND	1,621,358	
U.S.A.	NIEU AMSTERDAM	896,789	
U.S.A.	PLATINUM COLLECTION		102,176
U.S.A.	PROMENADE	754,501	
U.S.A.	SUNBEAM	1,346,184	
U.S.A.	SUNBRIGHT	1,078,483	
U.S.A.	TUFFITE	966,588	
U.S.A.	ZIP-STIK	892,353	
BRAZIL	AMTICO		1232/063912
CHILE	AMTICO		366,083

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PATENT & TRADEMARK OFFICE

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